

DEPARTMENT OF THE AIR FORCE

LICENSE

AIR FORCE PLANT NO. 75, WASHINGTON
4735 E. Marginal Way, Seattle, Washington

No. DACA67-3-67-190

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, U. S. Code, Section 2669, and by the act of Congress approved 27 May 1952 (66 Stat. 95, 43 U.S.C. 961) hereby grants to General Dynamics Corporation (Liquid Carbonic Division), a corporation duly organized and existing under and by virtue of the laws of the State of Delaware with principal Divisional office at Chicago, Illinois, hereinafter designated as the licensee, a license for a period of five (5) years commencing on 16 March 1967, but revocable at the will of the Secretary of the Air Force, to construct, operate and maintain the portions of an industrial waste disposal system described below, hereinafter referred to as "said facilities", on, over and across lands of the United States in the northeast quarter (NE $\frac{1}{4}$) of Sec. 19, Township 24 North, Range 4 East, Willamette Meridian, King County, Washington, lying within the area of the old Seattle General Depot, known as Air Force Plant No. 75, Washington, hereinafter referred to as "said installation", as follows:

- a. An underground discharge water pipe line not to exceed 14" in diameter, extending across said installation beginning in the westerly boundary of East Marginal Way at a point approximately 18 feet northerly of the southeast corner of said installation, thence southwesterly approximately 105 feet, passing midway between the southerly corner of the southeasterly concrete water tank anchor and the southerly boundary of said installation, thence westerly approximately 152 feet, passing between the southerly boundary of said installation and the south line of Building No. 3 to a point of outfall in the Duwamish waterway;
- b. An intake water pipe line 10" in diameter, extending underground in a general westerly direction parallel with and adjacent to said return water pipe line as described in "a" above, from the westerly line of East Marginal Way a distance of approximately 254 feet to a point which is 3 feet more or less east of the point of outfall of said return water pipe line; thence northerly a distance of approximately 162 feet between and attached to the two westerly rows of concrete piling beneath the deck of the dock structure west of Building No. 3, thence westerly a distance of approximately 505 feet between and attached to the two southerly rows of concrete piling beneath the deck of the dock structure of Warehouse No. 1;
- c. A 3' x 3' manhole with ring and cover in the platform of said dock structure of Warehouse No. 1 between the two rows of concrete piling at a point approximately 505 feet westerly of the easterly end of said dock;

- d. An electric water pump attached to the westerly end of said intake water pipe line, described as "b" above, suspended between and anchored to the concrete piling and immersed in the water directly below the manhole described in "c" above; and
- e. An electric power line shielded in adequate conduit to furnish power to said motor and pump and extending from the westerly line of East Marginal Way to said pump and motor and placed parallel with and reasonably close to said intake water pipe line;

all as shown on the sketch attached hereto and made a part hereof as Exhibit "A".

THIS LICENSE is granted subject to the following conditions:

1. That the licensee shall pay to the United States compensation in the amount of EIGHTEEN HUNDRED DOLLARS (\$1800.00) per annum, payable monthly in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the licensee direct to the District Engineer, U. S. Army Engineer District, Seattle, 1519 Alaskan Way South, Seattle, Washington 98134 hereinafter referred to as "said officer".
2. That the installation, operation, and maintenance of said facilities shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of said officer and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.
3. That the installation, use, inspection, and maintenance by the licensee of said facilities as licensed hereby shall be subject to such rules and regulations as may be prescribed by said officer from time to time.
4. That the licensee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any leaks or defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said facilities and the making of any repairs thereto, the premises shall be restored immediately by the licensee, at the licensee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
5. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

6. That the United States reserves to itself the right to construct, use and maintain across, and/or under the facilities authorized hereby, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other improvements in such manner as not to create any unreasonable interference with said facilities.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities on said premises, and the licensee shall hold the United States harmless from any and all such claims.

8. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and use of said facilities.

9. That, in the event all or any portion of said premises occupied by said facilities shall be needed by the United States, or in the event the existence of said facilities shall be considered detrimental to Government activities, the licensee shall, from time to time, upon notice so to do, and as often as so notified, remove said facilities to such other location or locations on said premises as may be designated by said officer, and, in the event said facilities shall not be removed, or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the licensee.

10. That this license may be terminated by the licensee at any time by giving the Secretary of the Air Force, through said officer, at least ten (10) days' notice thereof in writing; provided that, in case of such termination, no refund by the United States of any compensation theretofore paid shall be made.

11. That no addition to or alteration or improvement of the premises shall be made without prior written authorization of said officer. All additions, alterations and improvements so authorized shall be maintained by the licensee in good repair and condition.

12. That the licensee in exercising the privileges hereby granted shall comply with all Federal laws and regulations and with all applicable laws, ordinances and regulations of the State, County and municipality wherein the licensed premises are located, with regard to construction, sanitation and pollution control. The licensee shall not discharge any waste or effluent which will contaminate the waters of the Duwamish waterway or become a public nuisance. All costs involved through implementation of Federal, State, County, and municipal laws, ordinances and regulations on pollution control shall be borne by the licensee.

13. That, upon the expiration, termination, or annulment and forfeiture of this license, the licensee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said

facilities from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the licensee shall fail, neglect, or refuse to remove said facilities and so restore the premises, the United States shall have the option either to take over said facilities as the property of the United States without compensation therefor, or to remove said facilities and perform the restoration work as aforesaid at the expense of the licensee, and in no event shall the licensee have any claim for damages against the United States or its officers or agents, on account of the taking over of said facilities or on account of their removal.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the
Secretary of the Air Force this 17th day of July 1967.

R. L. Beremand
R. L. BEREMAND
Chief, Management & Disposal Branch
Real Estate Division
Seattle District, Corps of Engineers

The above and foregoing license is accepted this 12 day of

July 1967.

GENERAL DYNAMICS CORPORATION
LIQUID CARBONIC DIVISION

By: [Signature]

Title: Plant Manager

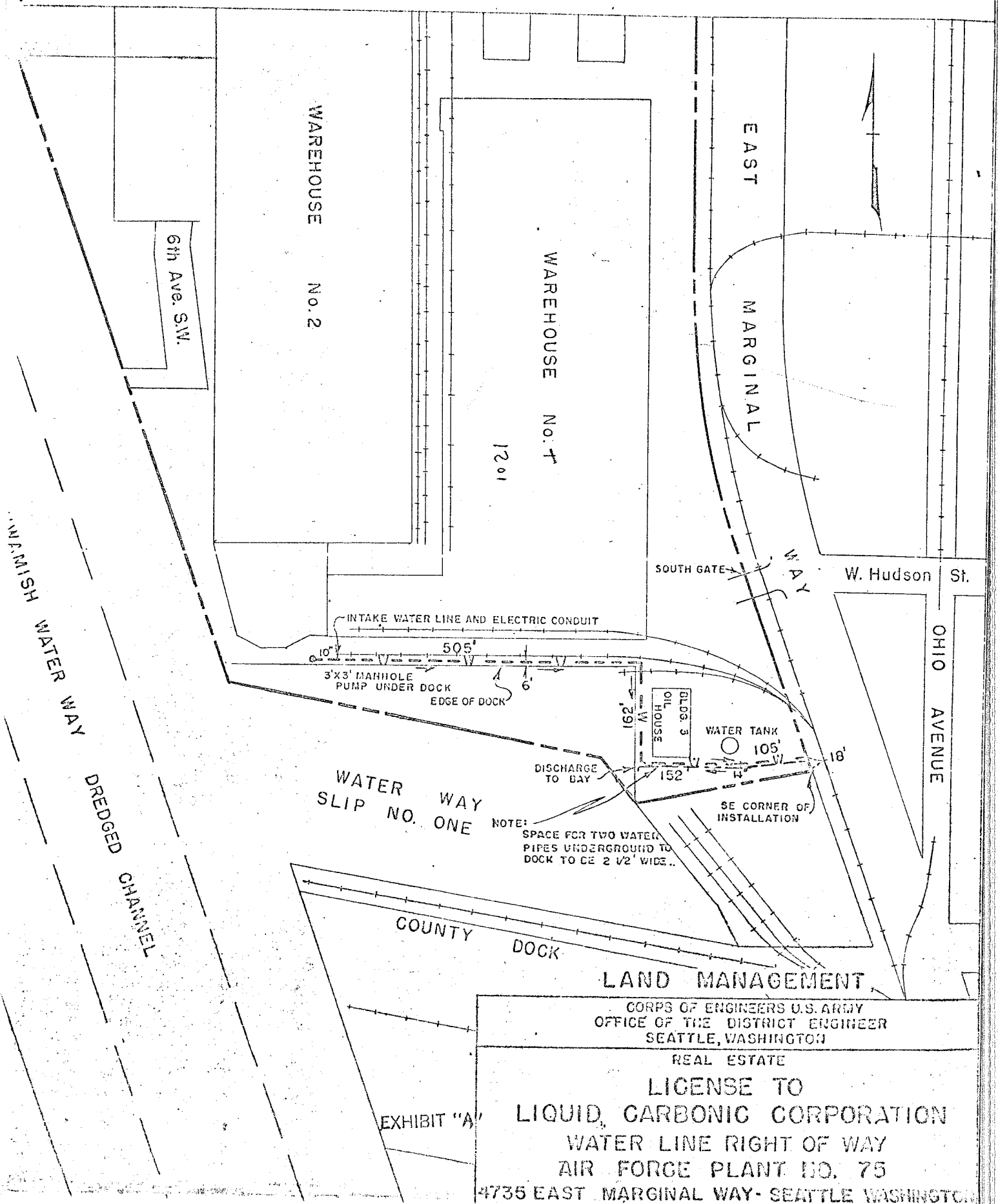
RD2-7777

Attest:

George W. Donald
Asst Plant Mgr.

(CORPORATE SEAL)

This license is not subject to Title 10, U. S. Code, Section 2662.



CORPS OF ENGINEERS U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
SEATTLE, WASHINGTON

REAL ESTATE

LICENSE TO

LIQUID CARBONIC CORPORATION

WATER LINE RIGHT OF WAY

AIR FORCE PLANT NO. 75

4735 EAST MARGINAL WAY- SEATTLE WASHINGTON